

Planning Agreement for the provision of Contributions in lieu of Parking Spaces

60 Kitchener Parade, Bankstown – Lot 5 DP 546155

Explanatory Note

1 Background

This Explanatory Note has been prepared in accordance with clause 25E of the Environmental Planning & Assessment Regulation 2000 (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft agreements (Planning Agreement) between the parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

2 Definitions

Unless otherwise specified, any words beginning with a capital letter in this Explanatory Note have the meaning ascribed to them in Part 1 of Schedule 1 of the Planning Agreement.

3 Parties to Planning Agreement

The parties to both the original Planning Agreement and the Deed of Variation are as follows:

- (1) ZKFK Pty Limited as trustee for the ZKFK Unit Trust (ABN 32 391 229 963) (**Developer**).
- (2) Canterbury Bankstown Council (ABN 45 985 891 846) (**Council**).

4 Description of the Subject Land

The land to which the Planning Agreement relates is set out in the table below.

Folio Identifier	Location
Lot 5 DP 546155	60 Kitchener Parade, Bankstown NSW 2200

5 Summary of Objectives, Nature and Effect of the Planning Agreement

The offer made by the Developer as set out in the Planning Agreement is largely based on needs identified by:

- (1) Bankstown Local Environmental Plan 2015;
- (2) Bankstown Development Control Plan 2015; and
- (3) Planning Agreements Policy.

The intent of the Planning Agreement is to ensure that the car parking needs of the incoming population into the Bankstown local Government Area are met.

The contributions to be provided by the Developer under the Planning Agreement are described in the table below.

Description of Contributions
The total car parking spaces required by this development is two (2). The development currently has a shortfall of 2 spaces which are to be addressed by a Planning Agreement.
Contribution per parking spaces as determined by Council is \$35,592.44 (indexed quarterly to the CPI) as per the Council's Policy listed in item 5(3) above.
The total Contribution to be made is 2 x \$35,592.44 (amount per space after CPI adjustment) = \$71,184.88

6 Assessment of the Merits of the Planning Agreement

6.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4(2) of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) The provision of public amenities and public services; and
- (2) The monitoring of the planning impacts of development of the Land.

6.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) The proper management, development and conservation of land.
- (2) The promotion and co-ordination of the orderly and economic use and development of land by ensuring that the layout and design of car parks function effectively and safely.
- (3) The Planning Agreement will not preclude the public being provided with the opportunity for involvement and participation in the development assessment. The public have been provided the opportunity to be involved with the development assessment and are incited to make comment on the Planning Agreement, particularly with regard to the public interest.
- (4) The provision of car parking facilities in the CBD parking facilities, as identified in Council's CBD Parking Strategy, can be delivered more efficiently, when they are part funded by developer contributions. The parking that is provided in this way, can be used by the public generally, and not just by the clients of the development.

6.3 How the Planning Agreement promotes the elements of Council's charter

The Planning Agreement promotes a number of elements of Council's Charter under section 8 of the Local Government Act (1993) (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of

members of the public, while council staff were involved in the development of the Planning Agreement;

- (2) This explanatory note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities;
 - (3) The Planning Agreement makes it clear that Council has a statutory role as a consent authority for development and that the Planning Agreement is not intended to unlawfully influence the exercise of its regulatory functions, ensuring that Council will act consistently and without bias, particularly where an activity of the Council is affected;
 - (4) To provide adequate car parking for the public within the Canterbury Bankstown Local Government Area and ensuring that appropriate services for the community are managed efficiently and effectively;
 - (5) To have regard to the long term and cumulative effects of its planning decisions by achieving a balance between parking requirements, visual aesthetics, pedestrian safety including people with a disability;
 - (6) To have regard to the effects of its planning decisions by ensuring that the layout and design of car parks function efficiently and safely;
 - (7) To strengthen Council's strategic approach to the provision of car parking facilities in the CVF with pooled funding made available by developer contributions under this Planning Agreement; and
 - (8) To alleviate the overall traffic congestion on Kitchener Parade and Rickard Road.
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